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NOTE: CHANGES MADE BY THE COURT

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**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

MALCOLM CLARK FELTON,

Plaintiff,

v.

RESIDENT VERIFY, LLC,

Defendant.

Case No.: 2:22-cv-08510-ODW-JPR

**STIPULATED PROTECTIVE
ORDER**

1. **INTRODUCTION**

1.1 **PURPOSES AND LIMITATIONS**

Discovery in this action may involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited

1 information or items that are entitled to confidential treatment under the applicable
2 legal principles. The Parties further acknowledge, as set forth in Section 12.3 below,
3 that this Order does not entitle them to file Confidential Information under seal; Civil
4 Local Rule 79-5 sets forth the procedures that must be followed and the standards
5 that will be applied when a Party seeks permission from the Court to file material
6 under seal.
7

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9 1.2 GOOD CAUSE STATEMENT

10 This lawsuit concerns Plaintiff Malcolm Felton's ("Plaintiff") allegations that
11 Resident Verify, LLC ("ResidentVerify") violated the Fair Credit Reporting Act, 15
12 U.S.C. § 1681 *et seq.* As a result, the anticipated discovery may include proprietary
13 and confidential business information with respect to ResidentVerify's policies,
14 procedures, and processes. The disclosure of this information may be harmful to
15 ResidentVerify's business interests. Moreover, anticipated discovery is also likely to
16 include confidential and personal information concerning Plaintiff, which could be
17 harmful to Plaintiff if disclosed to the public.
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21 2. DEFINITIONS

22 2.1 Action: This pending lawsuit, *Felton v. Resident Verify, LLC*, Case No.
23 2:22-cv-08510-ODW-JPR
24

25 2.2 Challenging Party: a Party or Nonparty that challenges the designation
26 of information or items under this Order.
27
28

1 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
2 how it is generated, stored, or maintained) or tangible things that qualify for
3 protection under Federal Rule of Civil Procedure 26(c) and as specified above in the
4 Good Cause Statement.
5

6 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
7 their support staff).
8

9 2.5 Designating Party: a Party or Nonparty that designates information or
10 items that it produces in disclosures or in responses to discovery as
11 “CONFIDENTIAL.”
12

13 2.6 Disclosure or Discovery Material: all items or information, regardless
14 of the medium or manner in which it is generated, stored, or maintained (including,
15 among other things, testimony, transcripts, and tangible things), that are produced or
16 generated in disclosures or responses to discovery in this matter.
17

18 2.7 Expert: a person with specialized knowledge or experience in a matter
19 pertinent to the litigation who has been retained by a Party or its counsel to serve as
20 an expert witness or as a consultant in this action.
21

22 2.8 House Counsel: attorneys who are employees of a Party to this Action.
23 House Counsel does not include Outside Counsel of Record or any other outside
24 counsel.
25

26 2.9 Nonparty: any natural person, partnership, corporation, association, or
27 other legal entity not named as a Party to this action.
28

1 2.10 Outside Counsel of Record: attorneys who are not employees of a Party
2 to this Action but are retained to represent or advise a Party and have appeared in this
3 Action on behalf of that Party or are affiliated with a law firm that has appeared on
4 behalf of that Party, including support staff.
5

6 2.11 Party: any Party to this Action, including all of its officers, directors,
7 employees, consultants, retained experts, and Outside Counsel of Record (and their
8 support staffs).
9

10 2.12 Producing Party: a Party or Nonparty that produces Disclosure or
11 Discovery Material in this Action.
12

13 2.13 Professional Vendors: persons or entities that provide litigation support
14 services (for example, photocopying, videotaping, translating, preparing exhibits or
15 demonstrations, and organizing, storing, or retrieving data in any form or medium)
16 and their employees and subcontractors.
17

18 2.14 Protected Material: any Disclosure or Discovery Material that is
19 designated as “CONFIDENTIAL.”
20

21 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
22 from a Producing Party.
23

24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only
26 Protected Material (as defined above) but also any information copied or extracted
27 from Protected Material; all copies, excerpts, summaries, or compilations of
28

1 Protected Material; and any testimony, conversations, or presentations by Parties or
2 their Counsel that might reveal Protected Material.

3
4 Any use of Protected Material at trial will be governed by the orders of the trial
5 judge. This Order does not govern the use of Protected Material at trial.

6
7 4. DURATION

8 Even after final disposition of this litigation, the confidentiality obligations
9 imposed by this Order will remain in effect until a Designating Party agrees otherwise
10 in writing or a court order otherwise directs. Final disposition is the later of (1)
11 dismissal of all claims and defenses in this Action, with or without prejudice, or (2)
12 final judgment after the completion and exhaustion of all appeals, rehearings,
13 remands, trials, or reviews of this Action, including the time limits for filing any
14 motions or applications for extension of time under applicable law.

15
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17 5. DESIGNATING PROTECTED MATERIAL

18
19 5.1 Each Party or Nonparty that designates information or items for
20 protection under this Order must take care to limit any such designation to specific
21 material that qualifies under the appropriate standards. The Designating Party must
22 designate for protection only those parts of material, documents, items, or oral or
23 written communications that qualify so that other portions of the material,
24 documents, items, or communications for which protection is not warranted are not
25 swept unjustifiably within the ambit of this Order.
26
27
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1 Mass, indiscriminate, or routinized designations are prohibited. Designations
2 that are shown to be clearly unjustified or that have been made for an improper
3 purpose (for example, to unnecessarily encumber the case-development process or to
4 impose unnecessary expenses and burdens on other parties) may expose the
5 Designating Party to sanctions.
6

7
8 If it comes to a Designating Party's attention that information or items it
9 designated for protection do not qualify for that level of protection, that Designating
10 Party must promptly notify all other Parties that it is withdrawing the inapplicable
11 designation.
12

13 5.2 Except as otherwise provided in this Order, Disclosure or Discovery
14 Material that qualifies for protection under this Order must be clearly so designated
15 before the material is disclosed or produced.
16

17 Designation in conformity with this Order requires the following:

18 (a) for information in documentary form (for example, paper or electronic
19 documents but excluding transcripts of depositions or other pretrial or trial
20 proceedings), the Producing Party must affix at a minimum the legend
21 "CONFIDENTIAL" to each page that contains Protected Material. If only a portion
22 or portions of the material on a page qualify for protection, the Producing Party must
23 clearly identify the protected portion(s) (for example, by making appropriate
24 markings in the margins).
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1 A Party or Nonparty that makes original documents available for inspection
2 need not designate them for protection until after the inspecting Party has indicated
3 which documents it would like copied and produced. During the inspection and
4 before the designation, all material made available for inspection must be treated as
5 “CONFIDENTIAL.” After the inspecting Party has identified the documents it
6 wants copied and produced, the Producing Party must determine which documents,
7 or portions thereof, qualify for protection under this Order. Then, before producing
8 the specified documents, the Producing Party must affix the “CONFIDENTIAL”
9 legend to each page that contains Protected Material. If only a portion or portions of
10 the material on a page qualify for protection, the Producing Party also must clearly
11 identify the protected portion(s) (for example, by making appropriate markings in the
12 margins).

17 (b) for testimony given in depositions, the Designating Party must identify the
18 Disclosure or Discovery Material that is protected on the record, before the close of
19 the deposition.

21 (c) for information produced in some form other than documentary and for
22 any other tangible items, the Producing Party must affix in a prominent place on the
23 exterior of the container or containers in which the information is stored the legend
24 “CONFIDENTIAL.” If only a portion or portions of the information warrant
25 protection, the Producing Party, to the extent practicable, must identify the protected
26 portion(s).

1 5.3 If timely corrected, an inadvertent failure to designate qualified
2 information or items does not, standing alone, waive the Designating Party's right to
3 secure protection under this Order for that material. On timely correction of a
4 designation, the Receiving Party must make reasonable efforts to assure that the
5 material is treated in accordance with the provisions of this Order.
6

7
8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 6.1 Any Party or Nonparty may challenge a designation of confidentiality
10 at any time consistent with the Court's scheduling order.
11

12 6.2 The Challenging Party must initiate the dispute-resolution process (and,
13 if necessary, file a discovery motion) under Local Rule 37.

14 6.3 The burden of persuasion in any such proceeding is on the Designating
15 Party. Frivolous challenges, and those made for an improper purpose (for example,
16 to harass or impose unnecessary expenses and burdens on other parties), may expose
17 the Challenging Party to sanctions. Unless the Designating Party has waived or
18 withdrawn the confidentiality designation, all parties must continue to afford the
19 material in question the level of protection to which it is entitled under the Producing
20 Party's designation until the Court rules on the challenge.
21
22

23
24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1 A Receiving Party may use Protected Material that is disclosed or
26 produced by another Party or by a Nonparty in connection with this Action only for
27 prosecuting, defending, or attempting to settle this Action. Such Protected Material
28

1 may be disclosed only to the categories of people and under the conditions described
2 in this Order. When the Action has been terminated, a Receiving Party must comply
3 with the provisions of Section 13 below (FINAL DISPOSITION).

4
5 Protected Material must be stored and maintained by a Receiving Party at a
6 location and in a manner sufficiently secure to ensure that access is limited to the
7 people authorized under this Order.

8
9 7.2 Unless otherwise ordered by the Court or permitted in writing by the
10 Designating Party, a Receiving Party may disclose any information or item
11 designated “CONFIDENTIAL” only to the following people:

12
13 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
14 as employees of that Outside Counsel of Record to whom it is reasonably necessary
15 to disclose the information for this Action;

16
17 (b) the officers, directors, and employees (including House Counsel) of the
18 Receiving Party to whom disclosure is reasonably necessary for this Action;

19
20 (c) Experts (as defined in this Order) of the Receiving Party to whom
21 disclosure is reasonably necessary for this Action and who have signed the
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23
24 (d) the Court and its personnel;

25 (e) court reporters and their staff;

26 (f) jurors and/or alternative jurors;

1 (g) professional jury or trial consultants, mock jurors, and Professional
2 Vendors to whom disclosure is reasonably necessary for this Action and who have
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
4

5 (h) the author or recipient of a document containing the information or a
6 custodian or other person who otherwise possessed or knew the information;
7

8 (i) during their depositions, witnesses and attorneys for witnesses to whom
9 disclosure is reasonably necessary, provided that the deposing party requests that the
10 witness sign the form attached as Exhibit A hereto and the witnesses will not be
11 permitted to keep any confidential information unless they sign the form, unless
12 otherwise agreed by the Designating Party or ordered by the Court. Pages of
13 transcribed deposition testimony or exhibits to depositions that reveal Protected
14 Material may be separately bound by the court reporter and may not be disclosed to
15 anyone except as permitted under this Order; and
16
17

18 (j) any mediator or settlement officer, and their supporting personnel,
19 mutually agreed on by any of the Parties engaged in settlement discussions or
20 appointed by the Court.
21

22 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
23
24 IN OTHER LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation
26 that compels disclosure of any information or items designated in this Action as
27 “CONFIDENTIAL,” that Party must
28

1 (a) promptly notify in writing the Designating Party. Such notification
2 must include a copy of the subpoena or court order unless prohibited by law;
3

4 (b) promptly notify in writing the party who caused the subpoena or order
5 to issue in the other litigation that some or all of the material covered by the subpoena
6 or order is subject to this Protective Order. Such notification must include a copy of
7 this Order; and
8

9 (c) cooperate with respect to all reasonable procedures sought to be
10 pursued by the Designating Party whose Protected Material may be affected.
11

12 If the Designating Party timely seeks a protective order, the Party served with
13 the subpoena or court order should not produce any information designated in this
14 action as “CONFIDENTIAL” before a determination on the protective-order request
15 by the relevant court unless the Party has obtained the Designating Party’s
16 permission. The Designating Party bears the burden and expense of seeking
17 protection of its Confidential Material, and nothing in these provisions should be
18 construed as authorizing or encouraging a Receiving Party in this Action to disobey
19 a lawful directive from another court.
20
21

22 9. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE
23 PRODUCED IN THIS LITIGATION
24

25 (a) The terms of this Order are applicable to information produced by a
26 Nonparty in this Action and designated as “CONFIDENTIAL.” Such information is
27 protected by the remedies and relief provided by this Order. Nothing in these
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1 provisions should be construed as prohibiting a Nonparty from seeking additional
2 protections.

3
4 (b) In the event that a Party is required by a valid discovery request to
5 produce a Nonparty's Confidential Information in its possession and the Party is
6 subject to an agreement with the Nonparty not to produce the Nonparty's
7 Confidential Information, then the Party must
8

9 (1) promptly notify in writing the Requesting Party and the Nonparty
10 that some or all of the information requested is subject to a confidentiality agreement
11 with a Nonparty;
12

13 (2) promptly provide the Nonparty with a copy of this Order, the
14 relevant discovery request(s), and a reasonably specific description of the
15 information requested; and
16

17 (3) make the information requested available for inspection by the
18 Nonparty, if requested.
19

20 (c) If the Nonparty fails to seek a protective order within 21 days of
21 receiving the notice and accompanying information, the Receiving Party may
22 produce the Nonparty's Confidential Information responsive to the discovery
23 request. If the Nonparty timely seeks a protective order, the Receiving Party must
24 not produce any information in its possession or control that is subject to the
25 confidentiality agreement with the Nonparty before a ruling on the protective-order
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1 request. Absent a court order to the contrary, the Nonparty must bear the burden and
2 expense of seeking protection of its Protected Material.
3

4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a Receiving Party learns that by inadvertence or otherwise, it has disclosed
6 Protected Material to any person or in any circumstance not authorized under this
7 Order, the Receiving Party must immediately notify the Designating Party in writing
8 of the unauthorized disclosures, use its best efforts to retrieve all unauthorized copies
9 of the Protected Material, inform the person or people to whom unauthorized
10 disclosures were made of the terms of this Order, and ask that person or people to
11 execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto
12 as Exhibit A.
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16 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
17 PROTECTED MATERIAL

18 When a Producing Party gives notice to Receiving Parties that certain
19 inadvertently produced material is subject to a claim of privilege or other protection,
20 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
21 Procedure 26(b)(5)(B).
22
23

24 12. MISCELLANEOUS

25 12.1 Nothing in this Order abridges the right of any person to seek its
26 modification by the Court.
27
28

1 12.2 By stipulating to the entry of this Order, no Party waives any right it
2 otherwise would have to object to disclosing or producing any information or item
3 on any ground not addressed in this Order. Similarly, no Party waives any right to
4 object on any ground to use in evidence of any of the material covered by this Order.
5

6 12.3 A Party that seeks to file under seal any Protected Material must comply
7 with Civil Local Rule 79-5. Protected Material may be filed under seal only pursuant
8 to a court order authorizing the sealing of the specific Protected Material at issue. If
9 a Party's request to file Protected Material under seal is denied, then the Receiving
10 Party may file the information in the public record unless otherwise instructed by the
11 Court.
12

13 13. FINAL DISPOSITION

14 After the final disposition of this Action, as defined in paragraph 4, within 60
15 days of a written request by the Designating Party, each Receiving Party must return
16 all Protected Material to the Producing Party or destroy such material. As used in
17 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
18 summaries, and any other format reproducing or capturing any of the Protected
19 Material. Whether the Protected Material is returned or destroyed, the Receiving
20 Party must submit a written certification to the Producing Party (and, if not the same
21 person or entity, to the Designating Party) by the 60-day deadline that identifies (by
22 category, when appropriate) all the Protected Material that was returned or destroyed
23 and affirms that the Receiving Party has not retained any copies, abstracts,
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1 compilations, summaries, or any other format reproducing or capturing any of the
 2 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
 3 archival copy of all pleadings; motion papers; trial, deposition, and hearing
 4 transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert
 5 reports; attorney work product; and consultant and expert work product even if such
 6 materials contain Protected Material. Any such archival copies that contain or
 7 constitute Protected Material remain subject to this Order as set forth in Section 4
 8 (DURATION).

11 14. SANCTIONS

12 Any willful violation of this Order may be punished by civil or criminal
 13 contempt, financial or evidentiary sanctions, reference to disciplinary authorities, or
 14 other appropriate action at the discretion of the Court.
 15
 16

17
 18 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
 19

20 DATED: February 23, 2023

/s/ Youssef Hammoud

Youssef Hammoud
 Attorney for Plaintiff

23 DATED: February 23, 2023

/s/ John J. Atallah

John J. Atallah
 Counsel for Defendant

1
2 DATED: February 24, 2023
3
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5 HONORABLE JEAN P. ROSENBLUTH
6 U.S. MAGISTRATE JUDGE
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ **[full name]**, of _____
[full address], declare under penalty of perjury that I have read in its entirety and
 understand the Stipulated Protective Order that was issued by the U.S. District Court
 for the Central District of California on [date] in the case of _____ **[insert**
case name and number]. I agree to comply with and to be bound by all terms of this
 Stipulated Protective Order, and I understand and acknowledge that failure to so
 comply could expose me to sanctions and punishment, including contempt. I
 solemnly promise that I will not disclose in any manner any information or item that
 is subject to this Stipulated Protective Order to any person or entity except in strict
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the U.S. District Court for the
 Central District of California for the purpose of enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of
 this action. I hereby appoint _____ **[full name]** of
 _____ **[full address and telephone**
number] as my California agent for service of process in connection with this action
 or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where signed: _____

1
2 Printed name: _____
3

4 Signature: _____
5

6 Respectfully submitted this 23rd day of February 2022.
7

8 /s/ Youssef Hammoud
9 Youssef Hammoud, CA #321934
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14 T: (949) 301-9692
15 F: (949) 301-9693

16 *Attorney for Plaintiff*
17 *Malcolm Clark Felton*

18 **CERTIFICATE OF SERVICE**

19 I hereby certify that on February 24, 2023, I electronically filed the foregoing
20 with the Clerk of the Court using the ECF system, which will send notice of such
21 filing to all attorneys of record in this matter.
22

23 /s/ Nataly Clark
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